

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND ANDREA CHRISTENSEN**

Come now Andrea Christensen, (hereinafter the "Applicant") and the State Board of Registration for the Healing Arts (hereinafter the "Board") and enter into this agreement for the purpose of resolving the question of whether Andrea Christensen's application for license as an athletic trainer will be subject to denial. Applicant and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

- I. Applicant acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to present evidence on her own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against the Applicant; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to the Applicant by operation of law, the Applicant knowingly and voluntarily waives each and every one of these rights and freely enters into this agreement and agrees to abide by the terms of this document as they pertain to her.

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BOARD OF
HEALING ARTS

2. The Applicant acknowledges that she may, at the time this agreement is effective or within fifteen days thereafter, submit this agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of the Applicant's license.
3. The Applicant acknowledges that she has been informed of her right to consult legal counsel in this matter.
4. The parties stipulate and agree that the disciplinary order agreed to by the Board and the Applicant in Part III herein is based only on the agreement set out in Parts I and II herein. The Applicant understands that the Board may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.
5. The Applicant understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I. JOINT STIPULATIONS OF FACT

Based upon the foregoing, the Board and the Applicant herein jointly stipulate to the following:

6. The State Board of Registration for the Healing Arts (hereinafter the "Board") is an agency of the State of Missouri created and established pursuant to §334.120, for the purposes of executing and enforcing the provisions of chapter 334 and 345.

7. Respondent's application for an athletic trainer license was received by the Board on April 21, 2010.
8. Respondent has been practicing as an athletic trainer continuously since August 2009.
9. Practicing athletic training without a license constitutes cause to discipline Applicant's license pursuant to §§334.704, 334.751.1(1), and 334.100.2(7)

II. JOINT CONCLUSIONS OF LAW

10. Cause exists to discipline Applicant's license pursuant to §§334.704 and 334.715.1(1) and 334.100.2(7).

334.704 No person shall hold himself or herself out as an athletic trainer in this state unless such person has been licensed as such under the provisions of sections 334.700 to 334.725.

. . . .

334.715.1(1) Violated or conspired to violate any provision of sections 334.700 to 334.725 or any provision of any rule promulgated pursuant to sections 334.700 to 334.725.

. . . .

334.100.2(7) Impersonation of any person holding a certificate of registration or authority, permit or license or allowing any person to use his or her certificate of registration or authority, permit, license or diploma from any school.

11. The Applicant's conduct, as established by the foregoing facts, falls within the intendments of §334.715.1 RSMo.
12. Cause exists for the Board to take disciplinary action against the Applicant's

license under §334.715.1 RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of §621.110 RSMo 2000. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

13. The Board will issue a license to practice athletic training to Respondent upon receipt of this signed settlement agreement. Such license shall be issued subject to a PUBLIC REPRIMAND.
14. If the Applicant is licensed in other jurisdictions, then she shall notify, in writing, the licensing authorities of those jurisdictions, within fifteen (15) days of the effective date of this settlement agreement, of the Applicant's disciplinary status in Missouri. The Applicant shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.
15. The Applicant shall comply with all provisions of Chapter 334; all the regulations of the Board.
16. This agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by the Applicant not specifically mentioned in this document.

17. The Applicant hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087. RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.
18. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

APPLICANT

BOARD

Andrea M. Christensen 7/26/2010
Andrea Christensen Date

Tina Steinman 7/28/10
Tina Steinman Date
Executive Director

Attorney for Applicant Date
Missouri Bar No. _____

Sarah Schappe 7/28/10
Sarah Schappe Date
General Counsel, MO Bar No. 52011

EFFECTIVE THIS 28 DAY OF July, 2010.